

**\*\*TERMS AND CONDITIONS FOR Secured eMail® Version, Reader, ePrivacy Suite, ePrivacy Suite Trial, ePrivacy Suite Enterprise, ePrivacy Suite Home, Secured eF2 Enterprise, Secured eMail Enterprise, Secured eMail, Secured eF2 , Enterprise Testbed\*\***

These standard terms and conditions apply between Secured eMail Göteborg AB and you the "Customer" for the provision of Secured eMail Göteborg AB Services, and by using the service in any way, you the Customer thereby agree to become bound by them.

## **1. Definitions**

In addition to the definitions set forth in the Agreement regarding Secured eMail, the following words and terms shall have the meanings set forth below:

"Charges" shall mean the charges set out in Clause 8 below, which are payable by the Customer to Secured eMail Göteborg AB for the provision of the Secured eMail Göteborg AB Services.

"Content" shall mean the information contained in the Secured eMail Göteborg AB products or services to be distributed to the customer's computer.

"Customer" means you, a person or company who may use Secured eMail Göteborg AB products by agreeing to these license terms and conditions, and downloading the Software.

"Secured eMail" means the Service/products licensed to the Customer pursuant to these terms and conditions, whereby the Customer is able to use Secured eMail, version **Reader, ePrivacy Suite, ePrivacy Suite Trial, ePrivacy Suite Enterprise, ePrivacy Suite Home, Secured eF2 Enterprise, Secured eMail Enterprise, Secured eMail, Secured eF2, Enterprise Testbed**, by downloading the Software and complying with these terms and conditions.

"Know-how" means knowledge, experience, data, technology, designs, techniques, drawings, software, and other information and knowledge.

"Price List" means Secured eMail Göteborg AB's current price list attached to the website, [www.securedeemail.com](http://www.securedeemail.com)

"Software" means any software that Secured eMail Göteborg AB licenses to you in accordance with these terms and conditions for the provision of the Secured eMail Göteborg AB products or services.

"Territory" means all areas to which Secured eMail Göteborg AB can deliver the Secured eMail.

## **2. Installation of Secured eMail, etc.**

2.1 Subject to the terms and conditions of this Agreement, Secured eMail Göteborg AB grants to the Customer a non-transferable and non-exclusive license to use the Secured eMail in the Territory. The Customer shall use the Secured eMail as the manuals depict and in no other way or form, unless otherwise stated.

2.2 The Customer shall use the Secured eMail for private and personal use only and not for any commercial purposes or in a way that infringes the rights of others. The Customer shall comply with all other instructions regarding use of the Secured eMail. In particular, but without limiting the generality of the above, the Customer hereby warrants that it will not use the Secured eMail for the purpose of producing, transmitting or sending SPAM messages.

2.3 The Customer hereby acknowledges that the Secured eMail operates only in conjunction with or on certain software and hardware. A list of such acceptable software and hardware is set out at Clause 14 below. Secured eMail Göteborg AB accepts no liability for the incompatibility of the Secured eMail with any hardware, software or other equipment used by the Customer.

The Customer shall at its own expense ensure that it only uses the Secured eMail with software or hardware specifically approved by Secured eMail Göteborg AB as compatible with the Software in order to have its computer operational for the distribution of Secured eMail to the Computer.

2.4 The Secured eMail operates in conjunction with Microsoft Outlook® and is therefore limited in functionality to that of Microsoft Outlook as the Secured eMail uses the same address book as Microsoft Outlook, the address book in the Secured eMail will function in the same way: the address book will not show contacts that do not have an email address. Secured eMail can only be sent to contacts in the address book that have an email address appropriately listed therein. The Customer hereby acknowledges that the functioning cannot be changed in any settings.

2.5 The Customer assumes full responsibility for all charges related to accessing and using the Secured eMail, such as the cost of sending Secured eMail to a Computer in the Territory.

2.6 Secured eMail Göteborg AB has the sole right to modify the Secured eMail, and the terms of this Agreement. Changes in the Secured eMail shall take effect immediately upon their being posted on [www.securedemail.com](http://www.securedemail.com).

2.7 Except as expressly set forth herein, the Customer shall not:

(a) use, provide or otherwise make available the Software or any part or copies thereof to any third party;

(b) copy, modify, amend, alter, revise, enhance or otherwise change the Software;

or

(c) reverse engineer, decompile or disassemble the Software or any portion thereof, nor otherwise attempt to create or derive a source code equivalent to the Software's.

2.8 The Customer shall only access the Secured eMail as permitted by Secured eMail Göteborg AB and shall not attempt at any time to circumvent system security or access any source software or compiled code.

2.9 The Customer hereby warrants that the Content is not and shall not be obscene, indecent, inappropriate or otherwise illegal.

2.10 IN THE EVENT THAT THE CUSTOMER SHOULD BREACH ANY TERM OF THIS AGREEMENT, THE CUSTOMER'S ACCESS TO SECURED EMAIL SHALL BE TERMINATED IMMEDIATELY WITHOUT NOTICE.

2.11 Secured eMail Göteborg AB may vary the terms of this agreement at any time, such variation being effective immediately upon posted on [www.securedemail.com](http://www.securedemail.com). The Customer may stop using Secured eMail at that time. By continuing to use Secured eMail following any such variation, the Customer will be deemed to have accepted them.

2.12 The Customer's use of Secured eMail is governed by the terms of this Agreement which appear on the Secured eMail website ([www.securedemail.com](http://www.securedemail.com)).

### **3. Distribution of the Secured eMail, etc**

3.1 After receiving a purchase order from the Customer, Secured eMail Göteborg AB shall send the Secured eMail to the Computer.

3.2 Secured eMail Göteborg AB does not undertake the responsibility of sending the Secured eMail if the Computer is switched off and has been switched off for a period exceeding three days. Nor does Secured eMail Göteborg AB undertake the responsibility of sending the Secured eMail if the Computer is temporarily or permanently out of order or if it is out of coverage or otherwise unreachable and has been unreachable for a period exceeding twenty-four hours. Secured eMail Göteborg AB has no obligation to send the Secured eMail outside the territory.

3.3 Secured eMail Göteborg AB undertakes no liability for minor errors and interruptions in the Secured eMail of any third party. If a critical error and/or interruption occur to the Secured eMail, Secured eMail Göteborg AB shall be entitled to procure the correction of the error and/or the interruption. The Customer shall without undue delay notify Secured eMail Göteborg AB of any errors and interruptions in

the Secured eMail. Secured eMail Göteborg AB assumes no responsibility for any errors or interruptions related to the Internet, including, without limitation, Secured eMail or any other third party network failure to deliver the Secured eMail to the Computer.

3.4 Secured eMail Göteborg AB shall always have the right to disconnect the Secured eMail for service and upgrading without giving prior notice to the Customer.

#### **4. Limitation of liability**

4.1 Under no circumstances will Secured eMail Göteborg AB, or any service provider, be liable to the Customer, or any other person or entity, for any loss of use, revenue or profit, lost or damaged data, or any other commercial or economic loss or for any direct, indirect, incidental, special, statutory, punitive, exemplary or consequential damages whatsoever related to the Customer's use or reliance upon Secured eMail, even if advised of the possibility of such damages or if such damages are foreseeable. The foregoing limitations and exclusions apply to the extent permitted by applicable law in the Customer's jurisdiction.

4.2 Secured eMail Göteborg AB shall not be liable for any corruption or destruction of data or for any damage caused by viruses related to the Customer's computer system(s), hardware, software or other equipment.

4.3 Secured eMail Göteborg AB's possible liability for damages payable to the Customer shall in any event not exceed an amount corresponding to the payments made by the Customer to Secured eMail under this agreement during the previous six-month period.

#### **5. "Force majeure"**

5.1 The parties shall be relieved from liability for a failure to perform any obligation under this Agreement during such period and to the extent that the due performance thereof by either of the parties is prevented by reason of any circumstance beyond the control of the parties, such as war, warlike hostilities, mobilization, civil war, fire, flood, changes in laws and regulations or in the interpretation thereof, acts of authorities, labour disputes, blockades, major accidents or other circumstances of similar importance.

5.2 The party desiring to invoke an event of force majeure shall give immediate notice to the other party of the commencement and the cessation of such event of force majeure, failing which the party shall not be discharged from liability for any non-performance caused by such event of force majeure.

#### **6. Payment**

6.1 The Customer shall pay to Secured eMail Göteborg AB the charges for Secured eMail in accordance with information on [www.securedeemail.com](http://www.securedeemail.com).

6.2 Customer agrees to keep confidential all access codes, personal identification numbers or other identifier, or access method, which allows access to the computer or system, which has been used by Customer to download the Software.

#### **7. Intellectual property rights**

7.1 Secured eMail Göteborg AB owns all intellectual property in the Secured eMail and the Software, including all copyright and Know-how relating in any way to the Secured eMail and the Software. Except as expressly set forth in this Agreement, the Customer does not acquire any right whatsoever to Secured eMail copyright, patents, trade secrets or other intellectual property rights.

7.2 In order for Secured eMail Göteborg AB to fulfil its obligations under this Agreement, the Customer hereby grants Secured eMail an irrevocable royalty free license to distribute the Content as provided in this Agreement. The Customer represents and warrants that it has all of the necessary rights to license the Content to Secured eMail Göteborg AB pursuant to this provision. The Customer gives Secured eMail Göteborg AB the right to make adjustments and amendments to the Content to the extent necessary for Secured eMail Göteborg AB to be able to fulfil of its obligations under this Agreement.

7.3 Secured eMail Göteborg AB assumes no liability for the Content and other information provided by the Customer to Secured eMail Göteborg AB. The Customer is liable for the Content and any other material supplied to Secured eMail Göteborg AB. The Customer shall indemnify and hold Secured eMail harmless against any claim by a third party relating to the Content, or any to other material supplied by the Customer to Secured eMail Göteborg AB, or any third party claim which is made in connection with the Customer's use of the Secured eMail.

7.4 If the Content supplied by the Customer to Secured eMail Göteborg AB does not comply with the provisions of this Agreement, Secured eMail Göteborg AB may, in whole or in part, immediately disconnect the Customer from the Secured eMail.

## **8. Charges**

8.1 All charges are described on the website [www.securedemail.com](http://www.securedemail.com). No other charges apply.

## **9. Assignment of the agreement**

9.1 Secured eMail Göteborg AB may, wholly or partly, assign or pledge its rights and obligations under this Agreement to any third party. Secured eMail Göteborg AB shall have the right to engage sub-contractors for the fulfilment of its obligations under this Agreement.

9.2 The Customer may not, wholly nor partly, assign or pledge its rights and obligations under this Agreement to any third party except with the prior written consent of Secured eMail.

## **10. Term of Agreement and Termination**

10.1 This Agreement enters into force immediately after it has been accepted by the Customer and shall remain in force until the relationship is terminated in written form. This Agreement will automatically be renewed after the stipulated license period has expired if otherwise not notified by the customer in writing.

10.2 Without prejudice to any other rights Secured eMail Göteborg AB may have against the Customer, Secured eMail Göteborg AB shall have the right to terminate this Agreement with immediate effect after notification to the Customer or by disconnecting the Customer from the Secured eMail if:

- (a) Problems arise with the credit card payment transaction;
- (b) The Customer commits a material breach of its obligations under the Agreement; or
- (c) a bankruptcy petition is filed against the Customer or the Customer is declared bankrupt, suspends its payments, initiates composition proceedings, goes into liquidation or is otherwise in a position in which it can be assumed that its obligations under this Agreement will not be fulfilled.

10.3 The Customer shall have the right to terminate this Agreement by deleting the Software from the computer onto which the Customer downloaded it to.

10.4 The Customer must cease to use the Secured eMail immediately upon the termination of this Agreement. The Customer shall in such case immediately delete any of the Secured eMail software from all computers on which the Customer has implemented such software. Secured eMail Göteborg AB shall not be liable for any charges incurred in this way.

10.5 Any documentation, such as documents, drawings or other data bearing media and software programs (including information or drawings stored in or made by software programs) submitted to the Customer by Secured eMail Göteborg AB shall remain Secured eMail Göteborg AB exclusive property and shall be returned to Secured eMail Göteborg AB upon the termination of this Agreement.

## **11. Confidentiality**

11.1 The parties agree without any limitation in time not to reveal to any third party Confidential Information, which a party obtains from the other party in accordance with this Agreement. Confidential Information refers in this Agreement to any item of information - technical, commercial or of any other nature - regardless of whether or not such information has been documented or not, with the exception of:

(a) Information which is generally known or which becomes a matter of general knowledge in a manner other than through the party's breach of the provisions of this Agreement;

(b) Information which the party can prove that it possessed before it received it from the other party; or

(c) Information which the party received or will receive from a third party when the party does not have a duty of confidentiality to such party.

11.2 The Customer represents and warrants that all employees, consultants, board members or other representatives of the Customer, without any limitation in time, shall not disclose Confidential Information to third parties.

## 12. Customer information

According to the law, Customer has to agree on that Secured eMail Göteborg AB store personal information about Customer. The information stored is computer number and email address. Secured eMail Göteborg AB will handle this information as responsible for this personal information.

The information will be used to enable us to fulfil our obligations towards the Customer, such as sending a receipt of a transaction to Customer and it can never be used by a third party for marketing purposes. Customer has the right to see the information stored to make sure it is correct. In the case the information is not correct, Secured eMail Göteborg AB are obliged to correct or delete the information.

By agreeing to the license agreement the customer understands that the personal information he has/she has given to Secured eMail Göteborg AB will be kept confidential for the use only of buying Secured eMail.

## 13. Acceptance Of Terms of Usage.

The services that Secured eMail Göteborg AB provides to the Customer are subject to the following Terms of Use ("TOU"). Secured eMail Göteborg AB reserves the right to update the TOU at any time without notice to the customer. The most current version of the TOU can be reviewed by clicking on the "Terms of Use" hypertext link located at the bottom of our Web pages. By accepting the license agreement the customer also accepts all the conditions in the Terms of usage.

## 14. Acceptable Software and Hardware

### ***Enterprise Server:***

- **Hardware:**
- **CPU:** Pentium 2.2+ GHz
- **RAM:** 512mb
- **Hard disk:** 50 MB available disk space
- **Supported Operating Systems:**
- Windows® 2000
- Windows® 2000 Server
- Windows® 2000 Advanced Server
- Windows® XP Professional
- Windows® 2003 Server (any)
- **General**

### ***Enterprise Admin Tool:***

- **Hardware:**
- **CPU:** Pentium 300+ MHz
- **RAM:** 256mb
- **Hard disk:** 20 MB available disk space
- **Supported Operating Systems:**
- Windows® 2000
- Windows® XP
- **General requirements:**
- Internet connection
- Microsoft .Net Framework 2.0
- Microsoft® Internet

### ***Client:***

- **Hardware:**
- **CPU:** Pentium 300+ MHz
- **RAM:** 32mb
- **Hard disk:** 16 MB available disk space
- **Supported Operating Systems:**
- Windows® 2000
- Windows® XP Professional
- **Supported Outlook Versions:**
- Outlook® 2000
- Outlook® XP
- Outlook® 2003
- **General requirements:**
- Internet connection

- requirements:**
- Internet connection
  - Microsoft .Net Framework 2.0
  - Microsoft SQL Server 2000 or later

Explorer 6 or higher

- Microsoft® Internet Explorer 5 or higher

#### 15. Notices

Any notice, request, consent or other communication to be given by a party under this Agreement shall be deemed to be valid and effective if personally served on the other party or sent by registered prepaid airmail or by email to the addresses set forth in the Agreement regarding Secured eMail.

#### 16. Legal relationship of the parties

Nothing in this agreement shall create or be deemed to create a partnership or relationship of employer and employee, or principal and agent between Secured eMail Göteborg AB and the Customer.

#### 17. Entire Agreement

This Agreement constitutes the entire agreement between the parties on all issues to which this Agreement relates. The contents of this Agreement supersede all previous written or oral commitments and undertakings.

#### 18. Applicable law

This Agreement shall be governed by and construed in accordance with the laws of Sweden and the parties submit to the non-exclusive jurisdiction of the Swedish courts.

Windows® 2000, Windows® XP, Microsoft® Outlook 2000, Microsoft® Outlook XP, Microsoft® Outlook 2003, Microsoft® Internet Explorer are either registered trademarks or trademarks of Microsoft Corporation in the United States and/or other countries